

IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE
NASHVILLE DIVISION

JONES EXPRESS, INC.,

Plaintiff,

v.

ERNEST WATSON,

Defendant.

)
)
)
)
)
)
)
)
)
)
)

Civil Action No. 3:10-cv-140

Judge Thomas A. Wiseman, Jr.

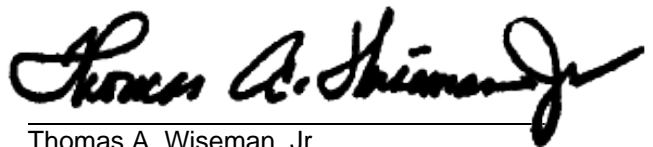
AMENDED ORDER GRANTING PLAINTIFF'S MOTION FOR PARTIAL SUMMARY JUDGMENT¹

Plaintiff Jones Express, Inc. filed this diversity action against defendant Ernest Watson, an individual, alleging that Watson breached the terms of a contract between them and breached a common-law duty of indemnity. Now before the Court is Jones Express's motion for summary judgment (Doc. No. 18). For the reasons set forth in the accompanying Memorandum Opinion, the Court finds that Jones Express is entitled to partial summary judgment as a matter of law on the question of the defendant's liability for damages under the contractual indemnification clause, but that because the parties' relationship is governed by the terms of a contract, the plaintiff is not entitled to recover under a theory of common-law indemnity.

Accordingly, the plaintiff's motion for partial summary judgment (Doc. No. 18) is hereby **GRANTED**.

The amount of damages remains unresolved. The matter is referred back to the Magistrate Judge for further case management as necessary.

It is so **ORDERED**.



Thomas A. Wiseman, Jr.
Senior U.S. District Judge

¹ The plaintiff's motion is not styled as one for partial summary judgment. The Court construes it as such because the issue of the amount of damages the plaintiff will be entitled to recover remains unresolved.